

2012-2013
EDUCATIONAL SERVICE UNIT NO. 17
CONTRACT FOR SPECIAL EDUCATION SERVICES

THIS AGREEMENT made and entered into this ____ day of _____, by and between EDUCATIONAL SERVICE UNIT NO. 17 of the State of Nebraska hereinafter called "Servicing Agency", and _____, called "DISTRICT".

WITNESSETH:

The District does hereby agree to hire Servicing Agency to service its school age and pre-school children with disabilities during the school year 2012-2013, and Educational Service Unit #17 agrees to act as such Servicing Agency, for the consideration and under the terms and conditions as hereinafter set forth:

1. It is agreed that the District shall pay the Servicing Agency for said special education or related services in accordance with the rate schedule below by reference made a part thereof. Contracted rates will be based on a State-approved rate and districts will be billed for the prorated portion of the specialist's time assigned to the individual district. The rate includes the cost of mileage incurred in the delivery of the service to the school. This schedule shall be in full force and effect during the school year of 2012-2013 commencing not earlier than July 1, 2012, and ending not later than June 30, 2013. The amount of this contract is:

LEVEL I SERVICES

(Estimated Totals)

A.	Speech Therapy	
B.	Resource Teacher	
C.	Program Supervision	
D.	Evaluations	
E.	In-Service	
F.	Transition	
G.	Nurse	
H.	Early Childhood	
I.	Consultant	
	CONTRACT TOTAL	

2. The district agrees that the amount payable for Special Education services the first month of the school year will be 10% of the contract total with such payments beginning on or before September 15, 2012. The total amount of all billing is required to be paid by the District to the Servicing Agency within thirty days from billing date.

3. Special education programs or services which extend beyond the regular school year will be provided by the Servicing Agency upon request by the district. Said cost of such extended programs are not included in cost schedule identified in item one of this contract.

4. It is further agreed that in the event the District does not pay the Servicing Agency as herein set forth, the Servicing Agency may cancel this contract and refuse further service. In the event of such cancellation, the Servicing Agency may recover any past due amounts.

5. The Servicing Agency shall assist the District with the preparation of a plan and budget, financial reports, S.E.S.I.S., M.I.P.S., S.R.S., I.E.P. process and other procedures required by 92 NAC 51.

6. The District and the Servicing Agency agree to abide by the mandated procedures for identification, verification, placement, development of the individualized program, inspection and review of student records, and other requirements as specified in 92 NAC 51, Regulations and Standards for Special Education as set forth by the Nebraska State Department of Education.

7. Should the Servicing Agency be unable to render the services contracted because of the Servicing Agency's inability to employ personnel who meet the criteria for employment of the Servicing Agency and/or the certification requirements of the State of Nebraska, or for other reasons which are determined by the Servicing Agency to be valid, the Servicing Agency will not assume liability for those services contracted for but not provided.

8. The District herewith agrees that any act intentionally and unilaterally done which act may cause litigation against the Servicing Agency shall be defended at the sole expense of the District and any damages assessed against the district for the Servicing Agency or either of them shall be borne entirely by the school district. This paragraph shall not operate to indemnify or relieve the Servicing Agency of any duty to the district in the provision of special education services or related services which is undertaken in consultation with the Servicing Agency or in a good faith effort by the District to comply with lawful obligations of the district.

9. This contract must be signed and returned to the Servicing Agency by May 25th, 2012. Failure to return the contract by the specified date would result in a null and void contract by all parties.

School District #: 10
County: Brown

ATTEST:

BY:

School District Secretary

School District President

Date Contract Signed

Date Contract Signed

ATTEST:

BY:

E.S.U. Secretary

E.S.U. Board President

Date Contract Signed

Date Contract Signed